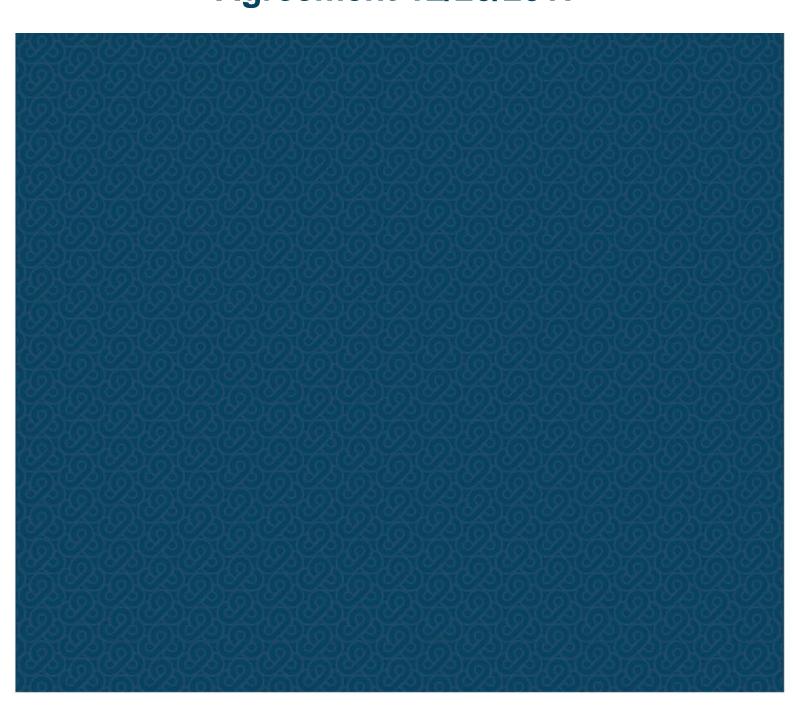
Exhibit VIII A.2 – Milwaukee Intergovernmental Cooperation Agreement 12/20/2017



INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND THE CITY OF WAUKESHA

This Agreement is entered into this <u>Ab</u> day of <u>December</u>, 2017, by and between the City of Milwaukee, a municipal corporation ("Milwaukee"), and the City of Waukesha, a municipal corporation ("Waukesha").

WHEREAS, Milwaukee, operating as a public water utility, and Waukesha, operating as a public water utility, executed an agreement as of the 20 day of December, 2017 for the sale of water by Milwaukee to Waukesha at wholesale, which agreement is entitled Agreement Between the City of Milwaukee and the City of Waukesha for the Purchase of Water at Wholesale ("Water Service Agreement"); and

WHEREAS, in a Final Decision dated June 21, 2016 ("Final Decision"), the Great Lakes-St. Lawrence River Basin Water Resources Council approved Waukesha's application for an exception to allow a diversion of Great Lakes water from Lake Michigan, subject to conditions contained in the Final Decision; and

WHEREAS, the Final Decision established and defined the "Approved Diversion Area" permitted to be served with water from Lake Michigan; and

WHEREAS, pursuant to the Water Service Agreement, Milwaukee will serve water to the area identified as the Approved Diversion Area; and

WHEREAS, a map of the Approved Diversion Area is found in Exhibit A to this Agreement and is identical to the map of the Service Area delineated in the Water Service Agreement; and

WHEREAS, in consideration of the extension of water service to the Approved Diversion Area, Waukesha has agreed to enter into this Agreement to compensate Milwaukee for the value of Milwaukee water to Waukesha's residents and businesses within the Approved Diversion Area; and

WHEREAS, Milwaukee and Waukesha have a shared interest in furthering the public health of each community's residents by reducing exposure to contaminants in drinking water; and

WHEREAS, Waukesha has authorized its proper City officials to enter into this Agreement pursuant to Resolution Number 17-1807 dated December 19, 2017; and 55-17 Tm

WHEREAS, Milwaukee has authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number 171127, dated November 30, 2017; and

WHEREAS, Wisconsin Statute § 66.0301 authorizes municipalities to contract with each other for the receipt or furnishing of services.

NOW, THEREFORE, In consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE I AGREEMENT ON BEHALF OF WAUKESHA

- A. In partial consideration of Milwaukee's agreement to extend water service to the Approved Diversion Area, and apart from and in addition to any obligations under the Water Service Agreement, Waukesha agrees to pay to Milwaukee a one-time Infrastructure Enhancement Payment of \$2.5 million payable by January 31, 2020. The parties expressly recognize that the Infrastructure Enhancement Payment shall not be considered tax receipts or revenues of Milwaukee's water utility. Milwaukee shall deposit the payment into the City of Milwaukee general fund.
- B. If the Great Lakes Compact Council approves an adjustment of volume or service area under Sec. IV.E of the Water Service Agreement, Waukesha shall pay Milwaukee an additional Infrastructure Enhancement Payment in the amount of \$250,000 for the volume of water exceeding 8.2 MGD and up to 8.5 MGD before the Water Service Agreement is amended to incorporate the adjusted volume or service area.

ARTICLE II AGREEMENT ON BEHALF OF MILWAUKEE

- A. It is expressly understood by the parties that, notwithstanding approval of the Water Service Agreement by the Public Service Commission of Wisconsin, Milwaukee's obligation to provide water service to the Approved Diversion Area is contingent upon the receipt of the Infrastructure Enhancement Payment.
- B. It is expressly understood by the parties that this Agreement creates no obligation on the part of Milwaukee to provide water service at any time to any portion of Waukesha County that is not a part of the Approved Diversion Area, except in accordance with Section IV of the Water Service Agreement.

ARTICLE III AGREEMENT ON BEHALF OF BOTH PARTIES

- A. Both parties agree that economic development generates local and regional benefits. In order to achieve local and regional economic development benefits, both parties agree to abide by the Code of Ethics adopted by the Milwaukee 7 on November 29, 2006 and attached as Exhibit B.
- B. Both parties agree to hold an annual meeting with designees of both communities' mayors to discuss opportunities to collaborate on city services and to improve the availability of skilled workers in both communities and to improve the access of workers in each community to job opportunities.
- C. Both parties agree that neither party shall take any action to solicit businesses to relocate from the City of Milwaukee to the City of Waukesha, or from the City of Waukesha to the City of Milwaukee.

ARTICLE IV TERM

This Agreement shall become effective upon execution by the parties and shall run concurrently with the term of the Water Sale Agreement.

ARTICLE V

AMENDMENT

This Agreement may be amended at any time in writing upon mutual agreement of the parties.

ARTICLE VI NOTICES

All notices to be given by the parties shall be in writing and served by personal delivery, facsimile or United States mail, first class, postage prepaid, addressed as follows:

If to: City of Milwaukee

Commissioner of Public Works City of Milwaukee 841 N. Broadway, Room 501 Milwaukee, WI 53202

If to: City of Waukesha

General Manager Waukesha Water Utility P.O. Box 1648 Waukesha, WI 53187-1648

ARTICLE VII ENTIRE AGREEMENT

With the exception of the terms of the Water Service Agreement, this Agreement sets forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings either oral or written other than are herein set forth.

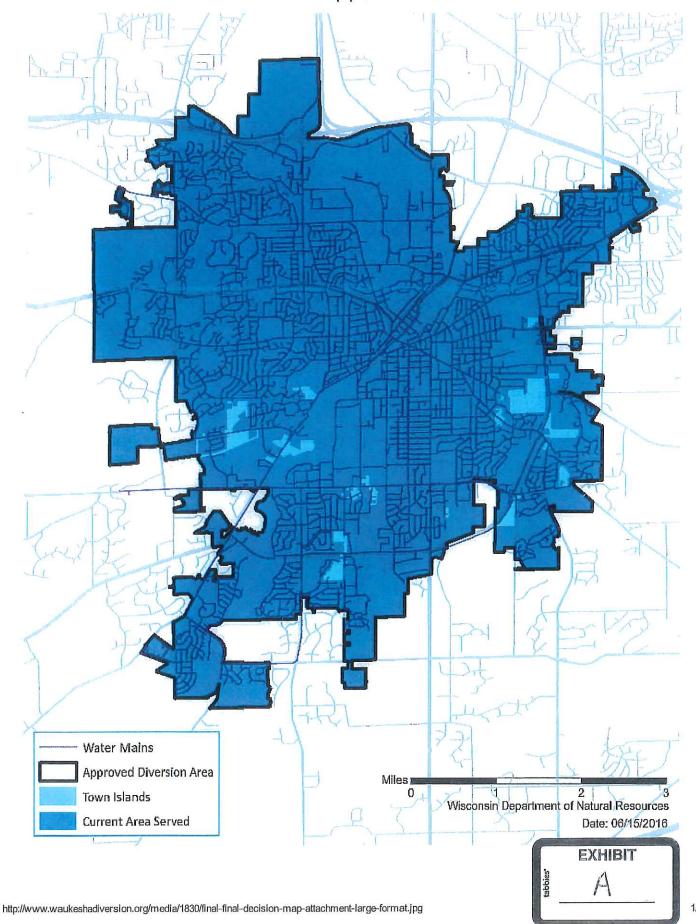
ARTICLE VIII COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In Witness Whereof, The parties hereto have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:	CITY OF MILWAUKEE,
Approved as to form, execution, and content	Mayor City Clerk COUNTERSIGNED: City Comptroller To
Approved as to form, execution, and content this 4th day of Jaman, 2018. Assistant City Attorney	
IN THE PRESENCE OF:	CITY OF WAUKESHA,
gen Ca Honda	Mayor Mei
Juan Thuring 1048-2016-2324:245614	Sity Clerk Sity Clerk Sity Clerk Sity Clerk

Attachment 1: Approved Diversion Area



Code of Ethics



November 29, 2006

MILWAUKEE 7 CODE OF ETHICS

We, the members of Milwaukee 7, are committed to the economic prosperity of southeastern Wisconsin. Our mission is to support the development, retention, and attraction of world-class companies and talent in the region, which includes Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington and Waukesha counties.

The Milwaukee 7 economic development initiative brings together the interests of a broad range of private, public, and public/private groups to promote the region as a single economic entity. The variety of members and interests represented requires that certain standards of conduct be developed and adhered to for Milwaukee 7 to maintain a firm foundation. This Code of Ethics represents the standards that each member of Milwaukee 7 will support and practice in their daily conduct of business.

We, the members of Milwaukee 7, present the following principles of behavior and standards of conduct to guide our efforts in promoting the long-term economic health of the Milwaukee 7 region. We fully realize that a Code of Ethics is of little value without an inherent level of trust in the integrity of one another and a commitment from each of us to conduct ourselves at the highest levels of professional conduct. Milwaukee 7 is founded on the importance of respect and trust amongst its members.

In that spirit, we agree to adhere to the following:

- 1. We will carry out our mission with integrity, professional excellence and responsiveness to all.
- We will work in partnership with other organizations to develop and promote the region's capabilities and talents and match them to the needs of those investing in the region.
- We understand the importance of all members being knowledgeable about and committed to
 promoting the Milwaukee 7 regional assets and amenities. When working on behalf of a
 Milwaukee 7 regional recruitment effort, members shall commit to selling the region.
- 4. We are committed to sharing as much information as is necessary and prudent among our membership on any Milwaukee 7 economic development activity. Our guiding principle shall be that "more information is better than less." Any member undertaking a regional activity, such as the CEO Call Program, (targeted to or including companies in another member's community) will advise other members of the nature and purpose of the activity in advance.



- 5. We shall honor the confidentiality requested by our fellow Milwaukee 7 members and our prospects to the fullest extent permitted by law. Information shared with fellow Milwaukee 7 members in confidence shall remain in confidence.
 - Whenever appropriate, specific information on particular transactions shall be shared within
 the realm of Milwaukee 7 and appropriate state agencies. In those instances where prospects
 are dealing with individual communities, information will be shared only with the Milwaukee
 7 members involved.
- 6. Any lead or prospect that comes to a Milwaukee 7 member as a result of Milwaukee 7 marketing and promotional efforts will be shared with the appropriate Milwaukee 7 members.
- 7. At no time shall any member of Milwaukee 7 solicit a fellow member's out-of-region prospects. If contacted by a fellow member's out-of-region prospect or if compelled by organizational mission to contact a publicly known prospect, the member shall first notify the fellow member.
- 8. When contacted directly by an out-of-state prospect, members shall fulfill their organizational mission to position their respective community as best meeting the needs of the prospect. If, during discussions with the prospect, it becomes clear that a regional approach is needed (for identifying sites, assets, resources or amenities that might not be available in the member community), the member shall contact the appropriate Milwaukee 7 representative to coordinate the project on a regional basis.
- 9. We understand the high priority that must be placed on growing, attracting and retaining investment in the Milwaukee 7 region. In the event our local community cannot meet the needs of a particular company, we shall contact our fellow members within 24 hours so the region can make its best effort to keep the company by meeting the company's needs elsewhere in the Milwaukee 7 area.
- 10. Members will not solicit intra-region company relocations. At no time shall any economic development organization member of Milwaukee 7 present derogatory information about another community or county in Wisconsin. "Selling against" another community or county in the Milwaukee 7 region or any Wisconsin community or region is prohibited.
- 11. We recognize the site selection process is driven by the client. In the event a member of Milwaukee 7 is aware of a company in the region choosing to relocate from one community to another, we will contact the originating community within two business days to make them aware of the situation. If the company has requested its project remain confidential, only generic information about the project will be shared with the originating community. Violation of this commitment shall be viewed as a breach of our membership pledge to Milwaukee 7.
- Members are strongly discouraged from advertising within the region for prospects outside of their own market area.
- 13. Milwaukee 7 website lead requests generated by the ChooseMilwaukee.com website either by email or phone will be answered in 48 hours or less by Milwaukee 7. Similarly, leads generated through the website will be distributed to the appropriate Milwaukee 7 members within 48 hours.